

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM311399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coldwater Creek Inc.		05/09/2014	CORPORATION: DELAWARE
Aspenwood Advertising, Inc.		05/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CWC Direct LLC		
<b>Street Address:</b>	9 W. 57th Street, 31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 76</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2765319	ASPENWOOD ADVERTISING	
<b>Registration Number:</b>	1531418	COLDWATER CREEK	
<b>Registration Number:</b>	2602690	COLDWATER CREEK	
<b>Registration Number:</b>	2217173	COLDWATER CREEK	
<b>Registration Number:</b>	2634836	COLDWATER CREEK	
<b>Registration Number:</b>	2783590	COLDWATER CREEK	
<b>Registration Number:</b>	1861320	COLDWATER CREEK	
<b>Registration Number:</b>	1876534	COLDWATER CREEK	
<b>Registration Number:</b>	2544861	COLDWATER CREEK	
<b>Registration Number:</b>	2714390	COLDWATER CREEK	
<b>Registration Number:</b>	2555721	COLDWATER CREEK	
<b>Registration Number:</b>	3893477	COLDWATER CREEK	
<b>Registration Number:</b>	3976916	COLDWATER CREEK	
<b>Registration Number:</b>	3894090	COLDWATER CREEK	
<b>Registration Number:</b>	3894089	COLDWATER CREEK	
<b>Registration Number:</b>	3894088	COLDWATER CREEK	
<b>Registration Number:</b>	3894086	COLDWATER CREEK	
<b>Registration Number:</b>	3894084	COLDWATER CREEK	
<b>Registration Number:</b>	2769235	COLDWATER CREEK	
<b>TRADEMARK</b>			

CH \$1915.00 2765319

Property Type	Number	Word Mark
Registration Number:	2740447	COLDWATER CREEK
Registration Number:	3672504	COLDWATER CREEK OUTLET
Registration Number:	3306042	COLDWATER CREEK THE SPA
Registration Number:	3266290	COLDWATER CREEK THE SPA
Registration Number:	4426166	COTTONLUXE
Registration Number:	3547356	CWC
Registration Number:	4299279	DESTINATIONS BY COLDWATER CREEK
Registration Number:	4057615	GUARANTEED ALWAYS. COLDWATER CREEK
Registration Number:	3628892	INVISIBLE COMFORT
Registration Number:	3508430	INVISIBLE COMFORT
Registration Number:	3433086	INVISIBLE COMFORT
Registration Number:	3554720	LUXELLE
Registration Number:	4319200	NO-IRON PERFECT SHIRT
Registration Number:	3702061	ONECREEK
Registration Number:	3680357	ONECREEK
Registration Number:	4053888	ONECREEK ELITE
Registration Number:	4336502	PERFECT SHIRT
Registration Number:	3803551	SHAPEME
Registration Number:	3803552	SHAPEME
Registration Number:	3731760	SPIRIT BY COLDWATER CREEK
Registration Number:	1860160	SPIRIT OF THE WEST
Registration Number:	4441573	THE PERFECT SHIRT
Registration Number:	4474248	THE STUDIO PANT
Registration Number:	3554719	TRAVALLURE
Registration Number:	3378479	UNIQUE BY NATURE
Registration Number:	4284012	WEEKEND BY COLDWATER CREEK
Serial Number:	85917880	CWC
Serial Number:	85918093	CWC
Serial Number:	85936366	BELLISA
Serial Number:	85936368	BELLISA KNIT
Serial Number:	85968350	COLDWATER CREEK DREAM REWARD
Serial Number:	85968360	COLDWATER CREEK DREAM REWARDS
Serial Number:	85238420	COLDWATER CREEK ELEMENTS
Serial Number:	85918181	COLDWATER CREEK PURE COTTON
Serial Number:	85918183	CWC PURE COTTON
Serial Number:	85968395	DREAM-COME-TRUE REWARDS
Serial Number:	85968384	DREAM REWARDS BY COLDWATER CREEK
Serial Number:	85868624	EASYKNIT
Serial Number:	85968429	EVERYDAY POLISH. EVERYWHERE POTENTIAL

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	85936371	ILLUSION KNIT BY COLDWATER CREEK
Serial Number:	85936375	MERINO MIX BY COLDWATER CREEK
Serial Number:	85918188	POINTE PERFECT
Serial Number:	86045678	PONTE PERFECT
Serial Number:	85918185	PRIMAKNIT
Serial Number:	85936377	PURE CASHMERE BY COLDWATER CREEK
Serial Number:	85918177	PURE COTTON BY COLDWATER CREEK
Serial Number:	86054755	RARE BLOOM
Serial Number:	85568720	SIMPLY BY COLDWATER CREEK
Serial Number:	85968404	STYLE CLUB
Serial Number:	85968416	STYLE WITH BENEFITS
Serial Number:	85362577	THE CREEK
Serial Number:	85968413	THE MORE YOU SHOP, THE GREATER THE BENEF
Serial Number:	85936383	PERFECT TUNIC
Serial Number:	85936379	WHISPER FLANNEL
Serial Number:	85936380	WINTER CLASSIC COLLECTION
Registration Number:	3720169	
Registration Number:	3177920	COLDWATER CREEK SPORT

#### CORRESPONDENCE DATA

**Fax Number:** 4155911400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 415.591.1000

**Email:** trademarkssf@winston.com

**Correspondent Name:** Laura M. Franco c/o Winston & Strawn LLP

**Address Line 1:** 101 California Street

**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	013299.00030
<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	07/21/2014

#### Total Attachments: 17

source=TM Assignment (Recordal Copy)#page1.tif  
source=TM Assignment (Recordal Copy)#page2.tif  
source=TM Assignment (Recordal Copy)#page3.tif  
source=TM Assignment (Recordal Copy)#page4.tif  
source=TM Assignment (Recordal Copy)#page5.tif  
source=TM Assignment (Recordal Copy)#page6.tif  
source=TM Assignment (Recordal Copy)#page7.tif  
source=TM Assignment (Recordal Copy)#page8.tif

source=TM Assignment (Recordal Copy)#page9.tif  
source=TM Assignment (Recordal Copy)#page10.tif  
source=TM Assignment (Recordal Copy)#page11.tif  
source=TM Assignment (Recordal Copy)#page12.tif  
source=TM Assignment (Recordal Copy)#page13.tif  
source=TM Assignment (Recordal Copy)#page14.tif  
source=TM Assignment (Recordal Copy)#page15.tif  
source=TM Assignment (Recordal Copy)#page16.tif  
source=TM Assignment (Recordal Copy)#page17.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (together with all Schedules hereto, this "Assignment"), dated and effective as of May 9, 2014 (the "Effective Date") is made by and between Coldwater Creek Inc. and Aspenwood Advertising, Inc. (Coldwater Creek Inc. and Aspenwood Advertising, Inc. are collectively referred to as "Assignor") and CWC Direct LLC (formerly known as CC IP Acquisition LLC), a Delaware limited liability company, its designees, successors and assigns ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Amended and Restated Agency Agreement dated as of May 2, 2014, by and among Coldwater Creek Inc. and its subsidiaries and a contractual joint venture comprising Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC (the "Agency Agreement") and the Sale Order (defined below).

WHEREAS, on April 11, 2014, the Assignor commenced the Chapter 11 Cases under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of Delaware;

WHEREAS, on May 7, 2014, the Bankruptcy Court entered the Sale Approval Order, which order has become a Final Order (the "Sale Order");

WHEREAS, pursuant to the Agency Agreement and the Sale Order, Assignor has agreed to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Assignee, and Assignee desires to purchase, acquire, and accept all of Assignor's right, title and interest in, to and under the Intellectual Property, all as more fully described in the Agency Agreement, and including, without limitation, the patents and patent applications identified in Schedule A hereto and the inventions described therein, the copyright registrations and applications identified in Schedule B hereto, the trademarks, service marks and registrations and applications identified in Schedule C hereto, and the domain name registrations identified in Schedule D hereto; and

WHEREAS, Assignee is the designee of CC Intellectual Property Limited and this Assignment is being executed and delivered by the Assignor to the Assignee pursuant to the Agency Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Transfer. Effective upon the Effective Date, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee accepts, any and all of Assignor's worldwide rights in and to the Intellectual Property as defined in the Agency Agreement, including all tangible and intangible intellectual property assets of Assignor (whether arising under statutory or common law, contract, or otherwise), which include without limitation all of the following items owned by Assignor or in which Assignor has an interest (and Schedule A, Schedule B, Schedule C and Schedule D hereto list all issued or registered Intellectual Property and applications therefor owned by Assignor): (a) inventions,

discoveries, processes, designs, techniques, developments and related improvements whether or not patentable, (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing, (c) trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications and/or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing, (d) work specifications, databases and artwork, (e) technical, scientific and other know how and information (including promotional material), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications owned or used by Assignor, (f) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works, (g) work for hire, (h) any and all rights of Assignor to the name "Coldwater Creek" or any derivation thereof, (i) all assets used or useful by Assignor in the conduct of its catalog business and its business over the internet and/or in any other electronic medium, including (without limitation) any websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all marketing collateral (including all imagery and catalog design files), (j) all goodwill, rights and contracts (including all licenses and sublicenses granted or obtained with respect thereto) related to the foregoing, (k) the right to sue for infringement and other remedies against infringement of any of the foregoing, and (l) rights to protection of interests in the foregoing under the laws of all jurisdictions. The Intellectual Property includes all of the foregoing rights in all of the patents and patent applications identified on Schedule A and the inventions described therein, the copyright registrations and applications identified on Schedule B, the trademark and service mark registrations and applications identified on Schedule C and all goodwill associated therewith, the domain names identified on Schedule D, including the right to sue for past, present and future infringement or other violation of any of the foregoing.

2. Domain Names. Upon execution of this Assignment, Assignor shall place each of the domain names set forth on Schedule D in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the domain names or any required information to effectuate the transfer of Assignor's right, title, and interest in the domain names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such domain names.

3. Further Assurances. Upon execution of this Agreement, Assignor shall deliver to Assignee or its designee any files relating to the Intellectual Property in Assignor's possession and instruct its agents to deliver files in the possession of such agents and identify such agents to Assignee. Each party hereto shall, at the request of any other party hereto at the sole expense of

the requesting party, timely execute, acknowledge and deliver all such further conveyances, notices, assumptions, release and acquaintances and such other instruments, as such other party may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment, and assure fully to the Assignee that all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Assignee are conveyed to the Assignee, all in accordance with and subject to the terms and conditions of the Sale Order and the Agency Agreement.

4. Authorization to Record. To the extent applicable, the parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, the Copyright Office of the United States, the corresponding entities or agencies in any applicable foreign countries, and all applicable domain name registries to record Assignee as the assignee and owner of all Intellectual Property. Assignee agrees to cause its agents to perform any acts necessary in registry websites to effect transfer of domain names.

5. Attorney-in-Fact. Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such documents, applications and to do all other lawfully permitted acts to carry out the intent of this Assignment, to record this Assignment with applicable governmental authorities, and to further the prosecution and issuance of patents, copyright, trademark and mask work registrations with the same legal force and effect as if executed by Assignor, if the Assignee is unable because of Assignor's unavailability, dissolution, incapacity, or for any other reason, to secure Assignor's signature for the purpose of confirming or recording this Assignment or applying for or pursuing any application for any United States or foreign patents or mask work or copyright or trademark registrations covering the Intellectual Property.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

7. Governing Law. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without reference to any conflict of laws provisions thereof.

8. Entire Agreement. This Assignment, together with the Agency Agreement and the schedules, annexes, exhibits and the documents referred to in the Agency Agreement and the Sale Approval Order, including the agreements, schedules, annexes, exhibits and documents accompanying any of the foregoing, constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Assignment.

9. Headings. The headings in the Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning of this Assignment.

10. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written

**ASSIGNOR:**

**ASSIGNEE:**

COLDWATER CREEK INC.

CWC DIRECT LLC

By: *Mark Haley*

By: \_\_\_\_\_

Name: Mark Haley

Name: \_\_\_\_\_

Title: Assistant Treasurer

Title: \_\_\_\_\_

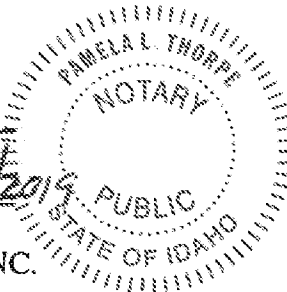
Sworn to and subscribed before me

This 12 day of June, 2014

*Pamela L. Thorpe*

Notary Public

My Commission Expires: 9/18/2019



ASPENWOOD ADVERTISING, INC.

By: *Mark Haley*

Name: Mark Haley

Title: Assistant Treasurer

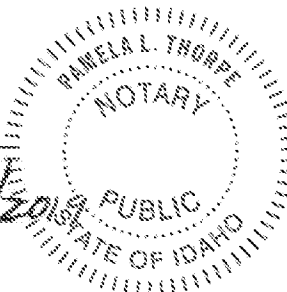
Sworn to and subscribed before me

This 12 day of June, 2014

*Pamela L. Thorpe*

Notary Public

My Commission Expires: 9/18/2019



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written


**ASSIGNOR:**

**ASSIGNEE:**

COLDWATER CREEK INC.

CWC DIRECT LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Peter M. Moran

Title: \_\_\_\_\_

Title: VP

Sworn to and subscribed before me  
This \_\_\_ day of June, 2014

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ASPENWOOD ADVERTISING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me  
This \_\_\_ day of June, 2014

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SCHEDULE A TO ASSIGNMENT**

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

U.S. Patent Application No. 13/404,719

Filed: February 24, 2012

Publication No.: 20130226659

Title: Systems, Methods, and Apparatus for Fashion and Apparel Color Forecasting

U.S. Patent Application No. 13/830892

Filed: March 14, 2013

Publication No. 20130297384

Title: Systems, Methods, and Apparatus for Fashion and Apparel Color Forecasting

Settlement and License Agreement, dated as of October 26, 2006, by and between Charles E. Hill & Associates, Inc. and Coldwater Creek Inc.

**SCHEDULE B TO ASSIGNMENT**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

See Annex I attached hereto.

**SCHEDULE C TO ASSIGNMENT**

**TRADEMARKS, SERVICE MARKS, REGISTRATIONS AND APPLICATIONS**

See Annex II attached hereto.


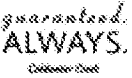
ANNEX II – Trademarks and Services Marks

Mark/Name	Serial Number/ Registration Number
ASPENWOOD ADVERTISING	SN:76-365189 RN:2,765,319
BELLISA	SN:85-936366
BELLISA KNIT	SN:85-936368
COLDWATER CREEK	SN:76-290949 RN:2,714,390
COLDWATER CREEK	SN:76-227693 RN:2,602,690
COLDWATER CREEK	SN:85-093140 RN:3,894,084
COLDWATER CREEK	SN:74-459701 RN:1,876,534
COLDWATER CREEK	SN:85-029189 RN:3,893,477
COLDWATER CREEK	SN:85-093329 RN:3,976,916
COLDWATER CREEK	SN:85-093286 RN:3,894,086
COLDWATER CREEK	SN:85-093335 RN:3,894,088
COLDWATER CREEK	SN:76-250085 RN:2,555,721

Mark/Name	Serial Number/ Registration Number
COLDWATER CREEK	SN:85-093338 RN:3,894,089
COLDWATER CREEK	SN:76-227698 RN:2,783,590
COLDWATER CREEK	SN:76-314157 RN:2,634,836
COLDWATER CREEK	SN:75-367982 RN:2,217,173
COLDWATER CREEK	SN:76-250032 RN:2,544,861
COLDWATER CREEK	SN:73-739695 RN:1,531,418
COLDWATER CREEK	SN:74-461454 RN:1,861,320
COLDWATER CREEK	SN:85-093341 RN:3,894,090
COLDWATER CREEK and Design <i><u>Coldwater Creek</u></i>	SN:78-141132 RN:2,740,447
COLDWATER CREEK and Design <i><u>Coldwater Creek</u></i>	SN:78-141070 RN:2,769,235
COLDWATER CREEK DREAM REWARD	SN:85-968350
COLDWATER CREEK DREAM REWARDS	SN:85-968360


Mark/Name	Serial Number/ Registration Number
COLDWATER CREEK ELEMENTS	SN:85-238420
COLDWATER CREEK OUTLET	SN:77-665567 RN:3,672,504
COLDWATER CREEK PURE COTTON	SN:85-918181
COLDWATER CREEK SPORT	SN:78-456991 RN:3,177,920
COLDWATER CREEK THE SPA	SN:77-087272 RN:3,306,042
COLDWATER CREEK THE SPA	SN:78-764018 RN:3,266,290
COTTONLUXE	SN:85-555639 RN:4,426,166
CWC (Stylized) 	SN:85-917880
CWC (Stylized) 	SN:85-918093
CWC and Design	SN:77-069007 RN:3,547,356



Mark/Name	Serial Number/ Registration Number
	
CWC PURE COTTON	SN:85-918183
DESTINATIONS BY COLDWATER CREEK	SN:85-568725 RN:4,299,279
DREAM REWARDS BY COLDWATER CREEK	SN:85-968384
DREAM-COME-TRUE REWARDS	SN:85-968395
EASYKNIT	SN:85-868624
EVERYDAY POLISH. EVERYWHERE POTENTIAL	SN:85-968429
GUARANTEED ALWAYS. COLDWATER CREEK (Stylized) 	SN:85-222705 RN:4,057,615
ILLUSION KNIT BY COLDWATER CREEK	SN:85-936371
INVISIBLE COMFORT	SN:78-843932 RN:3,433,086
INVISIBLE COMFORT	SN:77-410485 RN:3,508,430
INVISIBLE COMFORT	SN:78-843931 RN:3,628,892

Mark/Name	Serial Number/ Registration Number
LUXELLE	SN:77-127888 RN:3,554,720
MERINO MIX BY COLDWATER CREEK	SN:85-936375
NO-IRON PERFECT SHIRT	SN:85-741842 RN:4,319,200
ONECREEK	SN:77-207782 RN:3,702,061
ONECREEK	SN:77-207791 RN:3,680,357
ONECREEK ELITE	SN:85-109912 RN:4,053,888
PERFECT SHIRT	SN:85-741848 RN:4,336,502
PERFECT TUNIC	SN:85-936383
POINTE PERFECT	SN:85-918188
PONTE PERFECT	SN:86-045678 RN:4,466,645
PRIMAKNIT	SN:85-918185
PURE CASHMERE BY COLDWATER CREEK	SN:85-936377
PURE COTTON BY COLDWATER CREEK	SN:85-918177
RARE BLOOM	SN:86-054755
SHAPEME	SN:77-183040

Mark/Name	Serial Number/ Registration Number
	RN:3,803,551
SHAPEME	SN:77-183068 RN:3,803,552
SIMPLY BY COLDWATER CREEK	SN:85-568720
SPIRIT BY COLDWATER CREEK	SN:77-069008 RN:3,731,760
SPIRIT OF THE WEST	SN:74-461427 RN:1,860,160
STYLE CLUB	SN:85-968404
STYLE WITH BENEFITS	SN:85-968416
THE CREEK	SN:85-362577
THE MORE YOU SHOP, THE GREATER THE BENEFITS	SN:85-968413
THE PERFECT SHIRT	SN:85-555628 RN:4,441,573
THE STUDIO PANT	SN:85-936975 RN:4,474,248
TRAVALLURE	SN:77-127886 RN:3,554,719
UNIQUE BY NATURE	SN:78-456949 RN:3,378,479
WEEKEND BY COLDWATER CREEK	SN:85-568726 RN:4,284,012

Mark/Name	Serial Number/ Registration Number
WHISPER FLANNEL	SN:85-936379
WINTER CLASSIC COLLECTION	SN:85-936380
	SN:78-825762 RN:3,720,169

**SCHEDULE C TO ASSIGNMENT**

**DOMAIN NAME REGISTRATIONS**

See Annex III, attached hereto.